408-765-9252

pls. call

Ogen Perry

ASAP.

WILSON, SONSINI, GOODRICH & ROSATI

PROFESSIONAL CORPORATION
650 PAGE MILL ROAD
PALO ALTO, CALIFORNIA 94304-1050

ORIGINAL:

__ Will Not Follow
__ Follows Via Mail
__ Follows Via Courier

TELECOPY COVER SHEET

TO: _Brewster Kahle_

ON: _9/1/94_ at _____
(Date)   (Time)

FIRM: _WAIS, Inc._

CLIENT NO.: _ZZZZZZZ - FIR_

CITY/STATE: _____

CLIENT NAME: _____

OFFICE #: _617.9675_

WSGR OPERATOR: _____

| TELECOPY #: _327-6513_
ATTENTION: USE THIS FAX NO.
ONLY | _ ATTENTION: NOTIFY RECIPIENT
BEFORE SENDING |

FROM: _Hank Barry_

EXT.: _4170_

LOCATION: _FH2.2_

TOTAL NUMBER OF PAGES *INCLUDING THIS COVER SHEET*: ____

IF YOU DO NOT RECEIVE THE ENTIRE DOCUMENT
PLEASE CONTACT THE WSGR OPERATOR AT (415) 493-9300, Ext.

MESSAGE:

Sorry about the handwriting.

[handwritten: To Brewster Kahle from Hank Barry]

Development Agreement

This Agreement (the "Agreement"), by and between Intel Corporation ("Intel") and WAIS, Inc. ("WAIS") is effective as of August 15, 1994 (the "Effective Date").

Background

A.   Intel is a Delaware corporation having a place of business at 2200 Mission College Boulevard, Santa Clara, California, 95052 and is a manufacturer and developer of computer hardware and software technology.

B.   WAIS is a California corporation having a principal place of business at 1040 Noel Drive, Menlo Park, California, 94025. WAIS owns certain technology identified on attachment A to this Agreement (the "Technology"). *[handwritten: Were is it?]*

C.   WAIS is willing to license the Technology to Intel, under the terms described below, for the uses described in this Agreement, and to receive a license back to certain ported works prepared by Intel.

D.   WAIS wishes to encourage the proliferation of the Z39.50 standard. *[handwritten: Will Intel agree to use?]*

Agreement

In consideration of the foregoing and the mutual promises contained in this Agreement, the parties agree as follows: *[handwritten: what? End User is Internal or external]*

1.   **Definitions**

    1.1. "End User" means an individual, corporation or other entity licensed to the Technology hereunder. *[handwritten: limit to like]*

    1.2. "Internal Use" means use by End Users for the indexing and searching of data for personal or corporate use, but does not include External Use.

    1.3. "External Use" means the public offering, whether for payment or not, of indexed databases created by means of the Licensed Technology.

    1.4. "High Value Product" means any software product having a suggested retail price exceeding $150 per copy.

[handwritten: too hard to know]

2.   **Evaluation Period**

    2.1. **Deposit.** Upon WAIS's receipt of an "Evaluation Deposit" of $50,000 from Intel, WAIS shall deliver to Intel the source code to the Technology and such information as may reasonably be required for Intel to use and evaluate the suitability thereof (the "Materials"). Intel shall have the right to compile, modify, and evaluate the Technology and make copies thereof for internal use only unless and until Intel cancels this Agreement. *[handwritten: how long can this go]*

    2.2. **Cancellation.** At any time prior to October 15, 1994, Intel may cancel this Agreement, with or without cause, by written notice to WAIS. Immediately upon such notice, Intel shall return the Materials previously delivered by WAIS, or destroy them and all copies thereof and certify to their destruction, and WAIS shall return to Intel the Evaluation Deposit. *[handwritten: if not cancelled, in full force]*

[handwritten: wow]

[handwritten notes in margins and across page: "Open Perry", "index size ⅓ size of database", "obligation?", "forever?", "1998 Aug 15", "obligation to do so", "really wrong wording", "on WAIS normal terms + to compet subj to compet", "subj be forever during us when?", "but not a non functioning port", "simple use @ interface for searching", "why?", "make Internal Use of", "obliq?", "How does this get upgraded", "add UI", "w/w no fee", "Building Indexes for Windows - currently command line"]

3.   Ongoing Licenses to Intel

3.1.   Continuance. If Intel does not cancel the Agreement as set forth above, or if Intel waives the right to do so, then WAIS may retain the Evaluation Deposit as a license fee and Intel shall, within thirty days of October 15, 1994, pay WAIS an additional license fee of $100,000.

3.2.   Internal License. Upon Intel's payment of the amounts referenced in Section «B_Ref300538385 \n », Intel shall have a license to:

3.2.1. Continue to prepare derivative works of the Technology; and

3.2.2. Continue to use, copy, and distribute the Technology internally.

3.3.   Commercial License. Upon Intel's payment of the amounts referenced in Section «B_Ref300538385 \n », Intel shall additionally have a license to copy, publish, license, sell, and market the Technology, and to sublicense others to do so to

3.3.1. In binary form for Internal Use by End Users; or

3.3.2. In binary form for External Use, *provided*, that the End User may not publicly offer an index based on the Technology which is greater than 10 megabytes.

3.3.3.

3.4.   License to partners. Intel may cooperate with third parties in the development of technology or its derivatives and may wish for WAIS to grant a source code development license for the Technology to those third parties. WAIS agrees not to unreasonably withhold such a license from such third parties.

4.   Licenses to Updates and Windows Ports

4.1.   Intel Port to Windows. Intel intends to prepare a version of the Technology which is compatible with Microsoft Windows™ operating system (the "Windows Port"). Subject to Section «B_Ref300542985 \n », Intel shall deliver source code to each Windows Port to WAIS before, or immediately upon, Intel's first commercial shipment thereof.

4.2.   Scope of Deliverable. If a Windows Port contains functionality not present in or ported from the Technology provided by WAIS, Intel may omit from its delivery under Section «B_Ref300542842 \n » that code which pertains to such functionality.

4.3.   License. Upon delivery thereof by Intel, WAIS shall be free to copy, publish, license, sell, modify and market the Windows Port, and to sublicense others to do so.

4.4.   WAIS Updates. During the term of this Agreement, WAIS shall deliver to Intel updated Materials pertaining to improved and modified versions of the Technology as they are prepared for release by WAIS. Upon delivery thereof to Intel, the updated Materials shall be deemed to be "Technology" hereunder.

4.5.   External Sources. WAIS may incorporate technology into future versions of the Technology which originated with a third party. Intel may be required to obtain a license license at its own

expense from such third party in order to use it. WAIS shall use reasonable efforts to facilitate Intel's obtaining such a license if it so requests. Intel may incorporate technology into a Windows Port which originated with a third party. WAIS may be required to obtain a license at its own expense from such third party in order to use it. Intel shall use reasonable efforts to facilitate WAIS's obtaining such a license if it so requests.

5. **Restrictions**

5.1. **Public Database Limitations.** Although End Users shall be free to index and/or search any data available to them, the licenses set out in Section «B_Ref300545346 \n » do not include External Use rights for an index larger than 10MB whether such database is made available by on-line access or through some tangible medium of distribution such as tape or CD-ROM.

5.2. **Product Limitations.** No right is given to Intel to incorporate the technology in a High Value Product.

5.3. **General Option.** Upon written notice from Intel to WAIS, Intel may terminate the restrictions of sections 5.1 and 5.2 provided it agrees to pay WAIS a royalty equal to six (6) percent of its gross revenues for sales of products otherwise prohibited by such sections.

5.4. **Discount.** If Intel agrees to incorporate support for the Z39.50 standard in the Windows Port, the royalty described in section 5.3 will be reduced to three (3) percent of its gross revenues for such sales.

5.5. **Cap.** The royalty owed by Intel to WAIS under section 5.3 and/or 5.4 shall be capped at $300,000. Intel may, at its option, prepay the royalty in part or in full.

6. **Term and Termination**

6.1. **Term.** This Agreement shall expire on August 15, 1998.

6.2. **Termination.** Either party may terminate this Agreement:
   6.2.1.   Immediately upon the other party's attempting to assign it in violation of the terms hereof;
   6.2.2.   At any time after a breach of this Agreement by the other party which has not been cured within thirty days of receiving notice thereof;
   6.2.3.   At any time on one hundred twenty days' written notice.

6.3. **Effects of Termination.** Following termination or expiration of this Agreement, the licenses granted hereunder shall survive. Neither party shall have the right to receive further updates or materials from the other. Any royalty obligations based on Section 5.2 shall continue.

6.4. **Survival.** The provisions of Sections «B_Ref300545346 \n », «B_Ref300554034 \n », 5, «B_Ref300554059 \n », and «B_Ref300554095 \n » shall survive termination or expiration of this Agreement.

DRAFT

No warranty from WAIS

7. Title to Technology

7.1. Technology. WAIS shall retain all right, title, and interest in the Technology.

Why?

7.2. Improvements. Each party shall retain ownership of its own modifications to the Technology, the Windows Port, and any applications based on them to the extent such modifications represent a party's original work.

7.3. No Joint Works. The parties do not intend that any combination of their respective authorship shall comprise a "joint work" under the copyright laws of the United States or any other jurisdiction nor that any suggestions or contributions that one party may make to the copyrightable works of the other shall render such combination a "joint work."

8. General Terms

8.1. Secrecy. The provisions of this Agreement shall be confidential pursuant to a previously-executed Confidentiality Agreement in place between the Parties.

8.2. Laws. The Parties shall perform their obligations under this Agreement in accordance with all applicable laws. This Agreement shall be governed by the laws of California.

8.3. Interpretation. The headings in this Agreement are for convenience only and are not to be used in interpreting this Agreement. This Agreement is the product of mutual negotiating and drafting, and its terms are not to be construed against either party on the basis of authorship.

8.4. *Force Majeure.* Neither party shall be responsible for any failure to perform hereunder due to unforeseen circumstances or to causes beyond the non-performing party's reasonable control, such as "acts of God," war, earthquakes, riot, embargoes, fire, floods, accidents, strikes, unreasonable shortages of transportation, facilities, fuel, energy, labor or material. The non-performing party may defer performance until the duration of the contingency is over.

8.5. Assignment. This Agreement may not be assigned by either party without the other's prior written consent. This Agreement will inure to the benefit of and be binding upon each party's permitted successors and assigns.

8.6. Beneficiaries. Intel and WAIS are the only parties to this Agreement, and the only parties who may enforce any term hereof. No third party shall have any cause of action under any provision hereof.

8.7. Export and Re-Export. Each party hereby gives written assurances to the other that any confidential materials or tangible items delivered to the other hereunder shall not be exported to any other country without a validated export license if required by applicable laws and regulations.

8.8. Merger, Modification and Waiver. This Agreement, its Attachments, and the parties' confidentiality agreement referenced herein constitute the entire agreement between the

parties with respect to the subject matter hereof, merge all prior and contemporaneous agreements and negotiations, and may only be modified in a writing signed by authorized representatives of both parties. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

8.9. **Notices.** All notices and requests required under this Agreement shall be in writing and shall be personally delivered or mailed postage prepaid, certified or registered mail, to the addresses identified below:

If to Intel:	If to WAIS:
Intel Corporation	Brewster Kahle
Intel Architecture Labs	President
RN6-35	WAIS, Inc.
2200 Mission College Blvd.	1040 Noel Drive
Santa Clara, California 95052	Menlo Park, California, 94025.
cc: General Counsel	cc: Legal Department

8.10. **Independence.** Intel and WAIS are independent contractors, and not partners, joint venturers, agents or employers of each other. Neither party shall purport to enter into any agreement on behalf of the other or represent the other before any government agency without the express written permission of the other.

8.11. **Limited Liability.** Except as expressly set forth in this Agreement, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, LOST PROFIT, LOST BUSINESS OPPORTUNITY OR OTHER DAMAGES OF A SIMILAR NATURE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ALLEGED OR ACTUAL BREACH THEREOF.

8.12. **Authority to Contract.** Each Party warrants and represents that it has the right to enter into this Agreement and to carry out the activities described herein.

8.13. **Counterparts.** This Agreement may be executed in multiple counterparts, which, taken together, shall constitute a single instrument.

IN WITNESS OF THEIR AGREEMENT, the parties have caused this document to be executed by their properly authorized representatives below.

WAIS, Inc.   Intel Corporation

By: _____   By: _____
    Brewster Kahle   Ronald J. Whittier
    President   Senior Vice-President

EDUCATION

Stanford University	9/82 – 12/82	I.E.T. Masters Program
Humboldt State University	9/80 – 6/81	K – 12 Teaching Credential
Stanford University	1/77 – 8/78	B.A. in Economics
Smith College	1/73 – 12/75	Major in Economics

June 1993 candidate for M.Ed. in Integrated Studies at Cambridge College; Master's thesis inquires ⎤ completed
into how organizations learn and the effects of success on that process.   ⎦ 6/93

PROGRAMMING LANGUAGES

C, Pascal, *Lisp, Paris, Lisp, Prolog, 8086, Basic

REFERENCES

References available upon request.